

## COLLECTIVE BARGAINING AGREEMENT

## BETWEEN

## BOARD OF SUPERVISORS

## AND

LOCAL 616, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES AFL-CIO OF OTTUMWA, IOWA

This Agreement made and entered into this 27<sup>th</sup> day of June, 2006, by and between the Board of Supervisors of Wapello County, Iowa, hereinafter referred to as the "County" and Local 616, American Federation of State, County, and Municipal Employees, AFL-CIO of Ottumwa, Iowa, hereinafter referred to as the "Union".

## W I T N E S S E T H

## ARTICLE I

## RECOGNITION

1. The County hereby recognizes the Union as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 316) issued by the PERB on the 6th day of November, 1975, whether under contract, verbal or written, on leave, or on a per diem or hourly rate basis, employed or to be employed by the County. Such representation shall cover all personnel assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory or administrative.

The unit described in the above certification is as follows:  
(See Addendum A).

2. The term "County", as used in this Agreement, shall mean the Board of Supervisors of Wapello County, Iowa, or its duly authorized representatives.

3. The term "Employees", as used in this Agreement, shall mean all employees represented by this Union in the bargaining unit as defined and certified by the Public Employment Relations Board.

4. The term "Union", as used in this Agreement, shall mean Local 616, American Federation of State, County, and Municipal Employees, AFL-CIO of Ottumwa, Iowa, or its duly authorized representatives or agents.

5. The term "Maintenance Department", as used in this Agreement, shall mean those employees defined in Addendum B and C attached hereto.

6. The term "Engineering Department", as used in this Agreement, shall mean those employees defined in Addendum F attached hereto.

**ARTICLE II**  
**DUES DEDUCTION**

7. Any Employee who is a member of the Union may sign and deliver to the Council an authorization form for payroll deduction of regular Union dues. The authorization form shall be provided to Employees by the Union, and it shall be the responsibility of the Union to inform its members of the procedures for payroll deduction of Union dues.

8. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision as provided in Paragraph 10 promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

9. The County shall make monthly deductions, as authorized by the Employee, in the amounts specified in such authorization form.

10. The County shall remit such dues to the Union within thirty (30) days after each such deduction.

11. Any authorization for dues deduction and PEOPLE deductions may be terminated at any time upon thirty (30) days notice to the county by an Employee.

12. The Union agrees to hold the County and any of its agents and representatives harmless against any claims or liability and all cost, including but not limited to court cost and attorney fees, arising out of the operation of this Article.

13. The Employer agrees to make credit union deductions from Employees' paychecks, as well as deductions for a form of group insurance, for one (1) company which shall be selected by the Union so long as such deductions are based upon signed authorizations provided by the Employee and will be subject to only one (1) monthly payment by the County Auditor of any sums so deducted. No interest shall be paid by the County for any sums withheld during the monthly period between payments to the credit union and the insurance company.

**ARTICLE III  
MANAGEMENT RIGHTS**

14. The County and its management, unless specifically modified by this Agreement, shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right to hire, suspend, discipline or discharge for just cause, direct the work, to assign to work, to transfer, promote and demote, to increase or decrease the working force of public employees, to take such actions as may be necessary to carry out the mission of the Employer, initiate, prepare, certify, and administer the County budget, and further the County shall exercise all powers and duties granted to it by law.

County Employees, not in the bargaining unit, shall not perform work on any hourly rated job classification, if the result would be to displace an employee in the bargaining unit. But this would not prevent such work:

- A. In the performance of necessary work when the work is temporary or emergencies are apparent and/or encountered, the bargaining unit Employees are all already working or have been offered the work; and/or the work must be performed.
- B. In emergencies, when regular Employees are not and will not be immediately available.
- C. In the instruction and training of Employees.
- D. In the testing of materials used by the Employer to perform its mission.

An emergency situation for the County is defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action by the County.

**ARTICLE IV.  
HOURS OF WORK**

**ALL LANGUAGE REFERENCEING FOUR (4) TEN AND ONE-HALF (10 ½)  
HOUR DAYS WILL BE IN EFFECT ONLY WHEN MUTUALLY AGREED UPON  
BY BOTH PARTYS**

15. The regular workweek shall consist of four (4) ten and one-half (10 1/2) hour days within a five (5) day period beginning immediately after 12:00 midnight on Sunday and ending at 12:00 midnight the following Thursday from May 1 through Labor Day of each year. During the period of Labor Day through April 30 of each year, the regular workweek shall consist of five (5) eight and one-half hour days within

a five (5) day period beginning immediately after 12:00 midnight on Sunday and ending at 12:00 midnight the following Friday.

16. During the period between May 1 through Labor Day, the regular workday hours shall be from 6:00 a.m. to 4:30 p.m. with thirty (30) minutes time off without pay for noon lunch period for a four day period with ten (10) hours actually being worked. During the period between Labor Day through April 30, the regular workday hours shall be from 7:00 a.m. to 3:30 p.m. with thirty (30) minutes time off without pay for noon lunch period for a five day period with eight (8) hours actually being worked.

17. The regular period for noon lunch shall be the thirty (30) minute period scheduled approximately at the middle of each shift, or where authorized by the County.

18. During the period between May 1 through Labor Day, employees shall be entitled to a twenty (20) minute break time in the A.M. and a twenty (20) minute break in the P.M. During the period between Labor Day and April 30, employees shall be entitled to a fifteen (15) minute break time in the A.M. and a fifteen (15) minute break in the P.M. The rest periods throughout the year shall be scheduled near the middle of each one-half shift.

19. Forty (40) hours shall constitute a regular work week.

20. During the period of May 1 through Labor Day, employees directed by the County to work in excess of ten (10) hours in any one (1) day, or forty (40) hours in any week, shall receive one and one-half (1-1/2) times their regular pay for each hour, to the nearest one-quarter (1/4) hour, of such work performed. Differences arising between the Employees and the County, under the above, shall be processed through normal grievance procedure. All regular full-time employees are eligible for ten (10) hours straight time pay for sick leave, casual time and vacation time and holidays all pursuant to the provisions of the Contract, when said employees are working four (4) ten (10) hour days. During the period of Labor Day through April 30, employees directed by the County to work in excess of eight (8) hours in any one (1) day, or forty (40) hours in any week shall receive one and one-half (1-1/2) times their regular pay for each hour, to the nearest one-quarter (1/4) hour, of such work performed. Differences arising between the Employees and the County, under the above shall be processed through normal grievance procedure. During this period, all regular full-time employees are eligible for eight (8) hours straight time pay for sick leave, casual time, vacation time and holidays all pursuant to the provisions of the contract when employees are working five (5) eight (8) hour days. If an employee is called in to work overtime contiguous to their regularly scheduled shift, the employee shall be allowed to complete their shift up to a total of twelve (12) consecutive hours.

**ARTICLE V.  
HOLIDAYS**

21. The following are hereby recognized and granted as legal holidays with full pay, at the Employee's regular rate of pay:

NEW YEAR'S DAY	ARMISTICE OR VETERANS' DAY
MARTIN LUTHER KING JR. DAY	THANKSGIVING DAY
PRESIDENT'S DAY	DAY AFTER THANKSGIVING
MEMORIAL DAY (DECORATION)	DAY BEFORE CHRISTMAS DAY
INDEPENDENCE DAY	CHRISTMAS DAY
LABOR DAY	

22. The Holiday shall be observed on the nearest regular workday. If the Holiday falls on Saturday it will be observed on Thursday during four day work week period.

**ARTICLE VI.  
PAY RATES AND PAY PERIOD**

23. Maintenance Department wages will be paid according to the pay classification and hourly rates respectively stated in Addendum B attached hereto. Engineering Department wages will be paid according to the pay classification and hourly rates respectively in Addendum F attached hereto.

24. In addition to the wages in Addendum B and F, longevity pay will be added, based on the following differentials for years of service:

Five (5) years of service.....	10 cents per hour
Ten (10) years of service.....	20 cents per hour
Fifteen (15) years of service.....	30 cents per hour
Twenty (20) years of service.....	40 cents per hour

25. Employees required to work on Saturday shall be paid at the rate of time and one-half and Employees required to work on Sunday shall be paid double time.

26. Double time plus holiday pay shall be paid for work performed on all observed holidays, but in no case shall an employee elect to voluntarily perform such work for the purpose of acquiring triple time pay.

27. Employees who are late for work will be docked pay for one quarter hour, for each quarter hour or fraction thereof, that the Employee is late.

28. The wage differentials between existing job classifications shall be considered just and correct for the duration of the Agreement; however, if new jobs are created, the rates or classifications shall be subject to negotiation.

29. Employees will receive warrants biweekly which will be available to employees after 3:30 p.m. on Thursday to cover the period to midnight on the previous Sunday. It will be the responsibility of each Employee to insure that the time sheets are properly filled out, signed, and delivered to the County Engineer's office by Monday at noon.

## ARTICLE VII. SENIORITY

30. Seniority means an employee's length of continuous service with Wapello County Secondary Road Department since the employee's last date of hire and shall prevail on a unit wide basis for the purpose of filling permanent job vacancies by bidding, and lay-off purposes. Seniority shall be on the basis of two departments: Maintenance and Engineering for all other purposes.

31. Any employee appointed or promoted to a job or position outside the Bargaining Unit who later returns to a Bargaining Unit position, shall be credited seniority only for the time spent within the Unit for purposes of job bidding or bumping. Such employees shall receive credit for all time employed for purposes of benefit accrual, retirement, etc.

32. In case of an emergency, the regular operator must be called first. A reasonable effort shall be made to contact the operator, notifying them of the work to be performed. The County will call the Employee's last reported phone number. If an answering machine is reached it will be considered that the employee does not want to work. In the event the regular operator declines the work, seniority shall prevail with the least senior employee capable of performing the job being required to do the work. Each employee called and reporting for work shall be guaranteed four (4) hours of work and pay. The positions of Working foreman, Shop foreman, and Engineering foreman, will not be included for emergency call unless they are called for their position, or no other employee desires overtime. An emergency situation for the County is defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action by the County.

33. A new employee shall serve a training period of 120 calendar days. Upon completion of the training period, the Employee shall be put on the seniority list and his seniority shall be determined from said Employee's date of employment. A new Employee may be terminated with or without cause during the training period without recourse to the grievance procedure.

34. No vacancy or newly created job in the bargaining unit, other than a temporary opening, will be filled until such vacancy has been posted for a period of three (3) working days. Jobs shall be posted on the official bulletin board three (3) days after a job opening occurs and the County elects to permanently fill the position. They shall be posted by the title which they are commonly known and such

postings shall include a reasonable and accurate description of the duties and rates of pay. Employees wishing to try for such jobs shall place their bids by making written application of such bid to the County. The Union shall receive a copy of the written application of such bid(s) as made to the County after such position(s) is no longer subject to bid. An employee absent from work due to illness, vacation or granted leave of absences shall have the right to bid on the job within two (2) days after his return to work. The positions of Working foreman, Shop foreman, Engineering foreman, Mechanic, and Building Inspector will be filled from applicants within the unit, based upon experience and ability. These positions are not bump able on a day-to-day basis. The County shall have the right to fill vacancies until the bid is filled. If there are no applicants, then the position will be appointed by Management.

35. Within three (3) days of the bid closing the Employee with the most seniority who bid the job shall have the first right to try for the job. the senior bidder shall perform the bid job for ten (10) actual days of work to show his ability to qualify for the job. During this time, the Employee will be paid at the rate for his previous job. The ten (10) actual days to show ability to qualify for the job will not apply to Employees qualified within the last ten (10) years.

36. Within three (3) days after completion of the qualification period, the County shall issue a letter to the Employee, with a copy to the Union, advising of whether or not the Employee qualified for the bid job. Any Employee who qualifies for a bid job shall receive retroactive to the date on which he commenced his qualification work in said job the rate of pay for the new job, either up or down, for the actual time spent performing the new duties. An Employee who is disqualified from the bid job shall have the right to grieve the disqualification and shall return to his former position until the grievance is settled.

37. If the Employee fails to qualify for the bid job or if he voluntarily decides not to continue the qualification process, he shall go back to the job in which he was employed prior to the bid. If the Employee was in layoff status prior to the time when he bid on the job, he will go back to layoff status.

38. When a change in job description occurs, or a position has been eliminated, the displaced Employee can then bump a junior Employee within his department and the bumped Employee can then bump any other junior Employee in that department. This procedure shall continue until no junior Employee remains to be bumped, at which time the junior Employee must take the remaining job.

39. When a reduction in the work force occurs, the displaced Employee may bump without regard to departments and the junior Employee last bumped shall be laid off. Seasonal, part-time and employees in training are to be laid off first, in that order, and have no recall rights. Upon recall from layoff, Employees will be returned to work

in the reverse order in which they were laid off. No new Employee shall be hired until all Employees on layoff status are recalled.

40. When there is no work in a particular position or where the County elects to suspend such work, the employee is considered available and the County may assign an Employee to another job. The Employee shall take the assignment for the remainder of the day, except when assignments are made prior to or at starting time. The assignment shall be offered to the most senior available qualified employee and if he refuses, to each less senior available qualified employee, who shall also have the right of refusal, until the last senior available qualified employee is reached who must then accept the assignment or bump any less senior employee, at that location, from their assigned or bid job. Any senior employee who bumps a less senior employee from their bid job or assignment shall perform the less senior employee's job as assigned by management with the equipment assigned to the less senior employee or with the equipment available for use.

41. If an Employee is transferred temporarily from his regular job to another job which pays a higher rate, the Employee shall receive the higher rate of pay for any and all time spent in the higher paid job. If an Employee is transferred temporarily to a job which pays a lower rate, the Employee shall receive his regular rate of pay for any and all time spent on the lower paid job.

42. An Employee's seniority rights shall be terminated by voluntary resignation, discharge for proper cause and the discharge is upheld, absence without notice to the County, unless satisfactory evidence is presented to the County that the Employee was physically unable to give notice, failure to report for work within five (5) working days after being notified to return to work following lay off (notice of recall shall be sent by certified mail to the Employee's last known address), seniority rights will be forfeited after the continuous period of layoff exceeds twenty-four (24) months, retirement, failure to report for work at the end of a leave absence, thirty-six (36) months continuous Employer approved absence due to personal illness or disability. Under special circumstances, upon written request of the Employee, this may be extended for an additional period of up to six (6) months each by mutual agreement of the County and the Union.

43. There shall be no deduction from seniority rights for any time lost which does not constitute a termination.

44. It is the Employee's responsibility to keep the County informed of the current address and phone number when the Employee may be reached for seniority purpose.

45. Every six (6) months (January and July), the County shall post on the Office bulletin board a seniority list showing the continuous service of each Employee. A copy of the seniority list shall be furnished to the Union whenever the list is posted.



46. The County may employ seasonal help to supplement the permanent work force. Seasonal help shall not be employed when permanent Employees are on layoff. Each seasonal Employee shall not be employed for more than eighty-nine (89) consecutive days and shall not be consecutively rehired. The pay scale for this help shall be based on the type of work and qualifications for the position and shall be in the range of minimum wage and the pay scale of permanent employees. Such employees shall not accrue seniority with the County.

**ARTICLE VIII.  
VACATION AND CASUAL TIME PAY**

47. An Employee shall receive one (1) week vacation with pay (40 hours) on the first anniversary date of his hire. Thereafter, Employees who have the specified years of seniority as of the anniversary date of hire shall receive vacation with pay as follows:

Two (2) years of seniority but less than four (4) years	80 hours
Four (4) years of seniority but less than nine (9) years	120 hours
Nine (9) years of seniority or over	160 hours

48. Vacation pay for vacations referred to above shall be computed on the basis of forty (40) hours at the Employee's regular straight time hourly rate for each week of vacation. The hourly rates above referred to shall be that hourly rate paid the Employee during the full week prior to his vacation.

49. Any Employee desiring a vacation shall make a written request to the County at least one (1) week in advance for such vacation. Vacation shall be granted at the time requested by the Employee subject to the provisions of this Article. The County shall have the right to approve or disapprove of an Employee's requested vacation period. No more than four (4) Employees in the Maintenance Department or more than four (4) Employees in the Engineering Department will be granted vacations for any one time. However, if more than four (4) Maintenance Department Employees and/or more than four (4) Engineering Department Employees request vacation for the same period, the County may grant the additional Employees vacation, providing the additional Employees agree to be on call during that vacation period for emergency work. In the event an Employee is called back to work while on vacation, that vacation time will be rescheduled and the Employee will not lose any vacation time. If the vacation cannot be rescheduled during that year, the Employee may elect to change the vacation time to casual time up to the limit of forty-eight (48) hours.

50. Any Employee who fails to file a written request with the County, as prescribed in paragraph forty-six (46), may be denied the privileges of vacation pay, either in part or in full.

51. Vacation must be taken within the twelve (12) month period from the anniversary date. Vacation may not be accumulated.

52. Employees who quit, retire, or are discharged will be paid for all vacation earned. This pay will be on a basis of one-twelfth (1/12) of the total vacation for each full month from anniversary date of hire during the year of termination.

53. As of July 1 of each year, all Employees shall be granted forty-eight (48) hours of casual time, to be taken at the convenience of the Employee, but subject to the need to maintain uninterrupted County operation. All casual time must be used by June 30, or the same shall be forfeited. If an Employee has used all of his casual time, he may use vacation for emergency situations. An emergency situation for an Employee is defined as an unforeseen combination of circumstances or the resulting state that calls for immediate action by the Employee. Vacation time used in this manner will not be used on consecutive days. The one weeks notice is not required when vacation is used in this manner.

54. If an Employee dies, his next of kin shall receive the full pay for any vacation and/or casual days due him at the time of his death.

#### **ARTICLE IX. SICK LEAVE**

55. An Employee shall be allowed sick leave when he is unable to perform the duties of his employment because of personal illness or injury not covered by worker's compensation. In the event the Employee is absent due to personal injury or illness for a period of three (3) days or more, the Employee shall furnish a statement from a licensed physician stating that he was unable to perform such duties for the period of his absence and that he is now able to return to work. The County, at its expense, may require a physician's statement for a shorter period of absence due to personal injury or illness. Notwithstanding any of the above provisions, the County may require a medical certificate or other appropriate verification for any absences covered by this Article.

It is not the Employer's intent, nor will the above language be construed in such a way as to constitute harassment of Employees. However, this language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage or in those cases where sick leave abuse is suspected.

56. An Employee shall be credited with forty-eight (48) hours of sick leave after completion of his probationary period. Thereafter, each Employee shall be credited with twelve (12) hours of sick leave at the end of each calendar month. Accumulation of sick leave shall be limited to one thousand two hundred (1200) hours.

57. In the event of illness or injury, the Employee or a responsible person, if the Employee is unable, shall report to the County, as near starting time as possible, on the first and second days of absence.

58. An employee retiring, between the ages of 60 and 65 may choose to have the County continue to pay the premium for single or family health insurance, as needed, provided that the employee is eligible for full retirement benefits under IPERS. This payment shall continue until the employee qualifies for Medicare, which is currently at age 65, or until the employee's death, whichever comes sooner. This benefit has no cash value and it is not transferable to another use or to an heir. Retirees may choose the health insurance plan or being paid 50% of any unused sick leave.

An employee resigning due to permanent disability, as approved by the United States Department of Social Security, may receive single or family health insurance, as needed, for 2 years or until the employee qualifies for Medicare, or until the employee's death, whichever comes sooner.

59. All accumulation of sick leave and vacation benefits shall terminate and become null and void after sixty (60) calendar days of continuous absence from work except while the Employee is on sick leave or approved leave of absence.

60. Employees may use accrued sick leave for care of and necessary attention to ill or injured members of the immediate family (defined as children, grandchildren, parents and spouse). Use of sick leave for this purpose shall be limited to fifty (50) hours per year. For Medical, optical, or dental appointments which cannot be made during non-working hours, sick leave will be charged in half hour increments and only for the time needed for the appointment.

#### **ARTICLE X. JOB RELATED INJURY**

61. An Employee shall be entitled to leave days up to a maximum of ninety (90) working days per injury, when he is unable to perform the duties of his employment because of an injury covered by worker's compensation. During this period, the County shall pay such Employee the difference between his regular wages and the benefits received under worker's compensation insurance. If the Employee is not released to return to work at the expiration of his ninety (90) working days leave, he shall be continued on an unpaid leave of absence until he is able to return to work or it is determined that said Employee will be unable to return to work.

62. The Employee shall be considered to have worked during the year of the injury so that he shall be entitled to full vacation with pay in the year following such injury. The County shall pay the County's share of the premium for group hospitalization insurance for one (1) full year following the injury. During both the paid and unpaid leave

the Employee shall continue to accrue seniority, subject to section forty (40) of this Contract.

**ARTICLE XI.  
GROUP INSURANCE**

63. Effective on July 1, 2006 and for the period through June 30, 2009, the County, agrees to provide each employee covered by this Agreement with single or family coverage, whichever is applicable. Benefits begin on the first day of the month following his or her full time hire date.

The Wapello County Employees Health Plan is totally self-funded by Wapello County. Auxiant is the Preferred Provider Network and Employee Group Services (EGS) is our Third Party Administrator as the payer.

Office Visits and all service provided in a physician's office shall be paid at 80/20 with the deductible waived in network, and 60/40 out of network. Deductible accumulation from 7-1/6-30.

Deductible Per Fiscal Year:	7-1-06	7-1-07	7-1-08
	\$250-Single	\$500-Single	\$500-Single
	\$500-Family	\$1000-Family	\$1000-Family

Maximum Out-of-Pocket Amount Per Fiscal Year:

\$500 per person      \$1000 per family

Health Benefits are paid at 100% after out-of-pockets are met.

Lifetime Health Benefit Amount: \$2,000,000.00

Prescription Drug Plan - Pharmacy Dispensed

For Brand Name, Non Formulary	\$30.00 co-pay
For Brand Name, Formulary	\$20.00 co-pay
For Generic	\$2.00 co-pay

Out of Pocket Maximum	\$1000 Per Person
	\$2000 Per Family

Also covered: Vision care, dental care, life insurance benefits - See Plan Booklet

Please consult your plan description booklet for all benefits, limitations and exclusions of the policy.

The County will have the right at any time during the term of this agreement to select the insurance carrier for such insurance without any obligation to bargain as to such selection so long as the

insurance coverage is similar or comparable to that as explained herein.

Cobra Rules shall be in effect from July 1, 2006. See Medical Plan Booklet for details.

64. In addition, the County will pay the premiums on existing group life insurance.

65. A new Employee shall become a member of the group on the first day of the second month following his date of employment.

## **ARTICLE XII. RETIREMENT**

66. After the age of fifty-five (55), an Employee may take early retirement. The County shall, in all respects, comply with all applicable COBRA rules and regulations in effect during the life of this Agreement.

## **ARTICLE XIII. LEAVES OF ABSENCE**

67. Leaves of absence, without pay, of not more than sixty (60) days may be granted at the discretion of the County. The County may extend the leave of absence for an additional thirty (30) days. In addition thereto, the County will provide up to 12 weeks per 12-month period of unpaid, job-protected leave to eligible Employees for certain family and medical reasons. Employees are eligible if they have worked for at least one year and have worked for 1,250 hours over the previous 12 months. Unpaid leave will be granted for any of the following reasons:

(a) To care for the employee's child after birth, or placement for adoption or foster care;

(b) To care for the employee's spouse, child, or parent, who has a serious health condition; or

(c) For a serious health condition which makes the employee unable to perform the employee's job.

The 12-month period shall be determined based upon the County's fiscal year of July 1 through June 30. The Employee is required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met. The Employee must provide 30 days advance notice providing a full explanation of the circumstances when the leave is foreseeable. Medical certification to support the request for leave may be required, including a second or third opinion (at the County's expense) and a fitness for duty report to return to work. An eligible employee who takes Family Medical Leave is entitled to be restored to the same position as when the leave started, or to an equivalent position with equivalent pay, benefits and other terms

and conditions of employment. If the employee's position would have been eliminated or the Employee would have been terminated but for the leave, the Employee would not have the right be reinstated upon return from leave. The leave under this section will not result in the loss of any employment benefit that accrued prior to the start of the Employee's leave.

68. An Employee may be granted up to three (3) days leave of absence with pay in the event of the death of a member of the immediate family to include spouse, children, stepchildren, parents, sisters, brothers, parents-in-laws, and brothers/sisters-in-law. An Employee may be granted one (1) day leave of absence with pay in the event of the death of grandchildren, grandparents, and grandparents-in-law. Additional leave of absence shall be granted without pay for a longer period of time at the discretion of the County.

69. For the death of others than those stated in Section Sixty-five (65), an Employee will be granted leave of absence, without pay, to attend the funeral.

70. An employee elected or appointed to a public office shall be granted an unpaid leave of absence and accumulate seniority during his term in office.

71. An Employee, with advance notice to the County Engineer, shall be granted an unpaid leave of absence for the purpose of fulfilling his duties as a duly designated Union representative.

72. Any Employee called for jury duty or subpoenaed, as a witness shall be provided such time off with pay. Any fees, other than travel expense, the Employee received for such service shall be turned over to the County.

73. Employees may contribute accrued vacation, personal days, or accrued comp time to benefit another County employee suffering from a catastrophic illness.

The following are criteria that will be employed on catastrophic leave:

1. The employee must have exhausted all paid leave before being eligible for catastrophic leave.
2. The employee must fill out a form provided from the employer to apply for catastrophic leave.
3. The Board of Supervisors will approve each catastrophic leave request on a case-by-case basis.
4. While on leave, the employee's pay is his/her regular pay, minus any monies received from the County's Short Term Disability (STD) program.
5. The affected employee must obtain a physician's written verification that he/she has a catastrophic illness.
6. The catastrophic leave that is donated to an employee may be used to cover only actual lost pay on a week-by-week basis.

7. No benefit (vacation, sick leave, etc) is accrued while the employee is on catastrophic leave.  
An employee's eligibility for catastrophic leave benefits expires one year from the date he/she first uses catastrophic leave.

#### **ARTICLE XIV. PRESCRIPTION GLASSES**

74. The Employer agrees to continue the practice of replacing or repairing prescription glasses which are damaged due to Employee's work.

#### **ARTICLE XV. GRIEVANCE PROCEDURE**

75. A grievance is a claim by an Employee that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting Employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

76. Step One. The Union steward, with or without the Employee with a grievance, at the Employee's option, shall first discuss it with his immediate supervisor within ten (10) working days from the time of the occurrence of the event complained of or from the time when such event might reasonably have been ascertained to have occurred, with the objective of resolving the matter informally. The supervisor shall attempt to adjust the matter and shall respond to the Union steward within five (5) working days.

77. Step Two. If, as a result of the information discussion with the immediate supervisor at Step One the grievance still exists, the Union steward may invoke the formal grievance procedure. A written grievance form shall be signed by the Employee and the Union steward and delivered to the County Engineer within seven (7) working days from the response to Step One. The County Engineer shall indicate his disposition of the grievance in writing within seven (7) working days of the presentation of the formal grievance and shall furnish a copy thereof to the Union steward.

78. Step Three. If the grievance is not settled in Step Two, the Union steward may transmit it to Step Three by delivering the written grievance to the Board of Supervisors within ten (10) working days after the written response in Step Two. The Board of Supervisors shall indicate their disposition of the grievance in writing within ten (10) working days of the receipt of the grievance and shall furnish a copy thereof to the Union steward.

79. Step Four. If the grievance is still unsettled, either party, within ten (10) working days after the response of the Board of Supervisors, may deliver a written request for arbitration to the other party. The Board of Supervisors and the Union steward shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within five (5) working days, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of five (5) arbitrators, and the parties shall determine by lot which party shall have the right to strike the first name. Immediately thereafter the parties shall alternatively strike names from the list. The process shall be repeated and the person whose name remains shall be the arbitrator.

The arbitrator so selected shall confer with the Board of Supervisors and the Union steward and hold a hearing promptly and shall issue his decision not later than fifteen (15) working days from the date of the close of the hearing. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of the Agreement. No decision of the arbitrator shall in any way be derogation of the powers, duties and rights of the Board of Supervisors by constitutional provisions, statute, ordinance, or special legislative acts. The decision of the arbitrator shall be final and binding upon the parties.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the County and Union. Any other expenses incurred shall be paid by the party incurring the same.

80. If the Employee or Union steward shall fail to comply with any time limitation, it shall constitute a withdrawal of the grievance. If the County, or its representatives, fails to comply with any time limitation, it shall constitute a settlement of the grievance in accordance with the requested remedy.

81. The Union steward may investigate and process the grievance during working hours without loss of pay. All meetings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives.

#### PROCEDURE FOR RESOLUTION OF HEALTH & SAFETY GRIEVANCE:

82. Within twenty-four (24) hours of occurrence of a problem that may be appropriately considered a health or safety issue, the Union agrees to present such problems to the Board of Supervisors for resolution.

83. The Board of Supervisors agrees to respond with its disposition of the matter within twenty-four (24) hours.



84. Should the disposition be deemed unsatisfactory by the Union, the Union agrees to request arbitration within twenty-four (24) hours.

85. Any of the time periods mentioned above may be modified by the occurrence of a holiday, weekend or by agreement of the parties.

86. A hearing shall be scheduled with the arbitrator who presents the first date on which the parties are able to meet. At the hearing, both parties may present evidence and testimony in support of their position, which may include the worksite.

87. The Board agrees that Employees within the bargaining unit may decline to work in any situation that presents eminent danger to himself/herself, the Union agrees that the Board or County Engineer may remove an Employee from a machine if, in the opinion of the Board or County Engineer, the continued operation of the machine by that Employee would constitute a safety hazard.

#### **ARTICLE XVI. DISCIPLINE AND TERMINATION**

88. The County shall not discharge, suspend, or give disciplinary layoff to any Employee without just cause. Further, it is recognized that the benefit of Employees and to protect the rights of the Employer, certain regulations must be observed by all employees. Such written policies are posted on the bulletin boards and will be provided to Employees when they are hired or upon a request from an Employee to the County Engineer. All changes to the written policies and regulations will be posted on the bulletin boards for a period of five (5) working days before the policies and regulations will be considered to be in force.

89. Any violation of the Employer's written policies may be sufficient cause for disciplinary action.

90. The County shall give one (1) written warning to the Employee for a first offense. For a second offense, the Employee shall receive a second written warning notice of complaint to the Union and a copy to be put into the Employee's file. For a third offense, a suspension of from one (1) to not more than three (3) days, without pay, may be levied. For a fourth offense, the Employee may be discharged. All warning notices shall remain a part of the employees record for a period of not longer than one (1) year.

91. No warning notice need be given to an Employee before discharge providing the cause of discharge is for deliberate falsification of any County records, intoxication, drinking of alcoholic beverages on the job, malicious destruction of County equipment or property, under the influence of an unlawful drug, unauthorized use of Employer's property or equipment, or proven theft on or of County property.

92. Discharge must be by written notice to the employee, with a copy to the Union. A discharged Employee may request, within five (5) days, a review of his discharge pursuant to the Step Three procedure in paragraph 74 hereof; should such investigation by the Employer prove that an injustice has been put on an Employee, the Employee will be reinstated without loss of benefits or wages.

**ARTICLE XVII.  
COMPLIANCE CLAUSES AND DURATION**

93. If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law and the County and the Union shall enter into immediate negotiations to replace said provision. All other provisions or applications shall continue in full force and effect.

94. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Union to County, at Wapello County Courthouse, Ottumwa, Iowa 52501.

2. If by County to Union, at 4320 N.W. 2<sup>nd</sup> Ave., Des Moines, Iowa 50313.

95. This Agreement shall be effective as of July 1, 2004, and shall continue in effect through June 30, 2006.

This Agreement shall be executed in triplicate and an executed copy thereof furnished to each party.

LOCAL 616, AMERICAN FEDERATION  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO OF OTTUMWA,  
IOWA

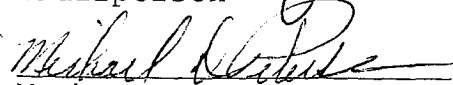
BY   
President

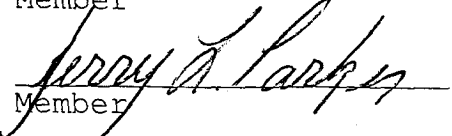
BY   
Chief Steward

BY   
Counsel Representative

BOARD OF SUPERVISORS OF  
WAPELLO COUNTY, IOWA

BY   
Chairperson

BY   
Member

BY   
Member

ADDENDUM A

STATE OF IOWA

PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

WAPELLO COUNTY BOARD OF SUPERVISORS,

PUBLIC EMPLOYER

AND

CASE NO. 316

AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES, AFL-CIO,

LOCAL #616,

PETITIONER

ORDER OF CERTIFICATION

Now, on this 6th day of November 1975, the Board being advised that an election was conducted pursuant to Order of the Board, and that American Federation of State, County and Municipal Employees, # 616, an employee organization, received an affirmative vote of the majority of employees in the bargaining unit, and the Board having further found that the employee organization has fully complied with all regulations on the Act and the rules and regulations thereunder.

IT IS HEREBY ORDERED BY THE BOARD that American Federation of State, County and Municipal Employees, #616, should be, and hereby is, designated and certified by this Board to be the exclusive bargaining representative for the employees of Wapello County Board of Supervisors, a public employer, in the following bargaining unit:

INCLUDED: All employees of the secondary road department

EXCLUDED: County Engineer, maintenance superintendent,  
Special clerk-county Board of Supervisors, all  
other county employees and all those excluded  
by Section 4 of the Act.

# ADDENDUM B

## WAGES

The following pay rates shall be in effect from July 1, 2006 thru June 30, 2009

	July 1, 2006 Dec. 31,2006	Jan. 1, 2007 June 30,2007	July 1, 2007 Dec. 31,2007
Working Foreman	\$17.80	\$17.98	\$18.34
Shop Foreman	\$17.80	\$17.98	\$18.34
Mechanic	\$16.40	\$16.56	\$16.89
Operator III	\$16.33	\$16.49	\$16.82
Operator II	\$16.10	\$16.26	\$16.59
Operator I	\$15.84	\$16.00	\$16.32
Laborer III	\$15.84	\$16.00	\$16.32
Laborer II	\$15.79	\$15.95	\$16.27
Laborer I	\$15.47	\$15.62	\$15.93

	Jan. 1, 2008 June 30,2008	July 1, 2008 Dec. 31,2008	Jan. 1,2009 June 30,2009
Working Foreman	\$18.52	\$18.89	\$19.27
Shop Foreman	\$18.52	\$18.89	\$19.27
Mechanic	\$17.06	\$17.40	\$17.75
Operator III	\$16.99	\$17.33	\$17.68
Operator II	\$16.76	\$17.10	\$17.44
Operator I	\$16.48	\$16.81	\$17.15
Laborer III	\$16.48	\$16.81	\$17.15
Laborer II	\$16.43	\$16.76	\$17.10
Laborer I	\$16.09	\$16.41	\$16.74

These Classifications are for defining pay levels only not for seniority or bumping issues.

## ADDENDUM C

### JOB CLASSIFICATIONS

Each classification includes equipment that will be operated with proper license. If Employees operate any one or more of the pieces of equipment in a job classification, they shall be paid in that classification.

Labor I	Training Period
Labor II	Hand Tools Concrete Equipment Jack Hammer Water Pump Chain Saw Hand Digging Equipment
Labor III	Carpenters Equipment Bridge Truck w/attachments Flat Bed Truck w/attachments Welder
Operator I	Skid Loader w/attachments Fork Lift w/attachments Rubber Tire Loader w/attachments Hand Digging Equipment Mixer (Tractor) Single Axle Dump Truck w/attachments Steel Roller
Operator II	Sign Truck w/attachments Scraper (Pull/self Propelled) Track Tractor w/attachments Tractor w/attachments Truck Tractor w/attachments Tandem Axle Dump Truck w/attachments Motor Grader w/attachments Track Loader w/attachments
Operator III	Boom Brush Cutter w/attachments Hydraulic Excavator w/attachments Dragline/crane w/attachments

ADDENDUM C

JOB CLASSIFICATIONS CONTINUED

Mechanic

Shop Tools  
Hand Tools  
Power Tools  
Vehicle Test Equipment  
Welder  
Electric Generator  
Gas Generator  
Computer

## ADDENDUM D

### SNOW REMOVAL ASSIGNMENTS

The County shall post the list of Snow Removal Jobs for the current winter season.

Snow Removal Assignments for each season will be posted for bid every year on the first working day after October 1st, and will cover the complete snow removal season. Any changes will be governed by the contract that is in effect at the time of the change. These assignments will not alter the regular bid in jobs at any time. To be qualified for a Snow Removal Job, an employee must be bid in on a job that is not used in normal snow removal operations.

The jobs will be posted by Machine Number and an approximate territory. When more than one bid is received for a job, the applicant with the most seniority will be awarded the job. In the event no bids are received for a job, the employee with the least seniority that is qualified will be appointed to the job for the full season.

The jobs may consist of the following:

- Spreader Loader
- Spare Motorgraders
- Spare Trucks

### MOWER TRACTOR ASSIGNMENTS

The County shall post a list of Mower Tractors available for the current mowing season.

Mower Tractor Assignments for each season will be posted for bid every year on the first working day after April 1st, and will cover the complete mowing season. The mower tractor equipment will be posted at the discretion of the Engineer by type of machine and territory. When more than one bid is received for a piece of equipment, the applicant with the most seniority will be awarded the equipment.

Should a piece of equipment break, the operator to whom the equipment is assigned shall use a piece of spare equipment available at the shop until such time that his normal equipment is fixed and returned to its territory.

ADDENDUM E

AGREEMENT TO SETTLE GRIEVANCE NUMBER 56399

Both parties agree to the following:

1. The Wapello County Engineer agrees to fill the vacant Engineering Foreman position no later than August 1, 1995.
2. If for some reason this vacant position is not filled by August 1, 1995, the Wapello County Engineer agrees that one of the current Administrative Assistants will be placed in the vacant Engineering Foreman position until it is filled.
3. The Wapello County Engineer and AFSCME local 616 agree to stipulate to an "Amendment to the Bargaining Unit" that removes the following positions from the bargaining unit: Engineering assistant, Maintenance Superintendent, and Administrative Assistant.

Both parties to this agreement agree to delete all reference to the following positions from the Collective Bargaining Agreement: Engineering Assistant, Maintenance Superintendent, Administrative Assistant.

5. AFSCME Local agrees to drop Grievance Number 56399.

Signed By

Michael M. Blumer  
For AFSCME Local 616  
3/6/95  
Date

Wendell W. Folkerts  
For Wapello County  
2/2/95  
Date

\*Original on file at the Wapello County Secondary Road Department.



### **Addendum F:**

All articles and sections listed in the current contract shall apply to all employees in the unit except for those sections and items listed in this Addendum, which shall apply only to Engineering Department Employees.

### **JOB CLASSIFICATIONS**

The following job classifications are included in the Engineering Department. Certifications listed below are minimum requirements.

Technician I    Hand Tools  
                  Surveying Hand Tools  
                  Chain Saw  
                  Hand Digging Equipment  
                  Pickup/Survey Truck  
                  Office Machines

Technician II    Cad Design Programs  
                  Material Test Equipment  
                  Drafting Equipment  
                  Level 1 and 2 Aggregate

Technician III Level  
                  Total Station Survey Equipment  
                  Level 1 and 2 PCC / Level 1 HMA

Building Inspector  
                  Certified as a combination inspector and/or trade  
                  inspector

### **WAGES**

The following pay rates shall be in effect from July 1, 2006 thru June 30, 2009

	July 1, 2006 Dec. 31, 2006	Jan. 1, 2007 June 30, 2007	July 1, 2007 Dec. 31, 2007
Building Inspector**	\$18.30	\$18.48	\$18.85
Engineering Foreman	\$17.80	\$17.98	\$18.34
Technician III	\$16.33	\$16.49	\$16.82
Technician II	\$16.10	\$16.26	\$16.59
Technician I	\$15.84	\$16.00	\$16.32

	Jan. 1, 2008 June 30, 2008	July 1, 2008 Dec. 31, 2008	Jan. 1, 2009 June 30, 2009
Building Inspector**	\$19.04	\$19.42	\$19.81
Engineering Foreman	\$18.52	\$18.89	\$19.27
Technician III	\$16.99	\$17.33	\$17.68
Technician II	\$16.76	\$17.10	\$17.44
Technician I	\$16.48	\$16.81	\$17.15

\*\*Building Inspector shall receive an additional \$0.24/hr for each inspector license required by the employer.

15a. The regular work week shall consist of five (5) eight and one-half hour days within a five (5) day period beginning immediately after 12:00 midnight on Sunday and ending at 12:00 midnight the following Friday.

16a. The regular workday hours shall be from 7:00 a.m. to 3:30 p.m. with thirty (30) minutes time off without pay for noon lunch period for a five day period with eight (8) hours actually being worked.

17a. The regular period for noon lunch shall be the thirty (30) minute period scheduled approximately at the middle of each shift, or where authorized by the County.

18a. Employees shall be entitled to a fifteen (15) minute break time in the A.M. and a fifteen (15) minute break in the P.M.

19a. Forty (40) hours shall constitute a regular work week.

20a. Employees directed by the County to work in excess of eight (8) hours in any one (1) day, or forty (40) hours in any week shall receive one and one-half (1-1/2) times their regular pay for each hour, to the nearest one-quarter (1/4) hour, of such work performed. Differences arising between the Employees and the County, under the above shall be processed through normal grievance procedure. During this period, all regular full-time employees are eligible for eight (8) hours straight time pay for sick leave, casual time, vacation time and holidays all pursuant to the provisions of the contract when employees are working five (5) eight (8) hour days. If an employee is called in to work overtime contiguous to their regularly scheduled shift, the employee shall be allowed to complete their shift up to a total of twelve (12) consecutive hours.

**Addendum G:**

**AGREEMENT FOR APPROVAL OF 2007-2009 COLLECTIVE BARGAINING AGREEMENT**

Both parties agree to the following:

1. The age requirement of Article 58 (retiree insurance) shall not apply to the following employees whom shall become eligible for this article at age 55 as under the 2004-2006 collective bargaining agreement:

Carleton Dial  
Michael Blumer  
Guy Warner